

Rotary International

U.S. Rotary Club and District Liability Insurance Program

Loss Prevention Strategies

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Throughout the Loss Prevention Strategies the U.S. Rotary Club and District Liability Insurance Program is referred to as “Program”. “Club” refers to Rotary and Rotaract clubs, and Districts. “Member” refers to Rotarians and Rotaractors. References to coverage under the Program are always subject to policy terms and conditions. Quick Links refers to the section on Gallagher’s Insurance Website.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

EVENTS WITH AIRCRAFT ACTIVITIES



UNDERSTANDING THE INSURANCE COVERAGE

The Program **does not** provide coverage for:

- Liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured.

Aircraft is defined as any aircraft, including, but not limited to, helicopter, spacecraft, satellite, drone, missile, or hot air balloon.

There is coverage under the Program for non-aircraft related claims. Subject to policy terms and conditions, the Program covers a trip and fall at a hot air balloon festival - the claim does not arise out of aircraft. See Total Aircraft Exclusion Endorsement in the policy posted on Gallagher's website.

Note: Clubs involved in events with aircraft activities should seek advice from an insurance professional on how to properly protect your club from claims and lawsuits that may arise from aircraft related activities, such as:

- Purchasing a general liability/special event/aviation liability policy with limits of a minimum of **\$5M per occurrence** or city/municipality requirements, whichever is greater; and
- Require limits of **\$5M per occurrence** from the owner/operator of the aircraft or what the city/municipality is requiring of your club, whichever is greater.

If your club owns aircraft, separate insurance coverage must be purchased.



LOSS PREVENTION STRATEGIES

Please consider the following:

- Have a **written contract** with all aircraft owner/operators and other vendors involved with the event. The contract should include indemnification of your club and liability insurance requirements including naming your club and the premises owner as an additional insured on their insurance policy. An attorney should review all contracts. Aircraft owner/operators and other vendors should be required to provide a certificate of insurance to you evidencing the required coverage.
- Your club should request that the vendor's coverage be "primary" because that designates the aircraft's liability policy is responsible for responding to a claim before another entity's policy would respond. Noncontributory stops the aircraft's insurer from seeking contribution from your club's policy.
- When your Rotary club is **required to provide additional insured** status to another party, such as the facility where the event is being held, "flow down" that same requirement to the aircraft owner/operators and your club's vendors (or any other party hired by your club) - the vendor would be required to name the facility as an additional insured on their general liability policy on a primary and non-contributory basis (as well as your club's policy).
- All aircraft passengers should sign a waiver releasing the club, any other event organizers, and the property owners of any liability. See **Loss Prevention – Waivers and Release** for further information.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

SERVING ALCOHOL/LIQUOR AT EVENTS

UNDERSTANDING THE INSURANCE COVERAGE

The Program policy limit includes liquor liability coverage for bodily injury or property damage to a third party arising from the selling, serving, or furnishing of alcoholic beverages **when a required license is in effect**. Note that the policy limit includes liquor liability; there is not a separate limit dedicated to liquor liability claims. Liquor liability is shown on the Certificate of Insurance, so a request to add or include it is not needed.

LOSS PREVENTION STRATEGIES

Please read these guidelines as you are planning your event:

- **Review and adhere to local, state, and federal statutes regarding the sale and consumption of alcohol.** You may also need to obtain a special license or permit from a local government agency to serve alcohol during your event. Some municipalities require training of volunteers as part of the license or permit process. **Note:** The policy provides liquor liability **only when any required license is in effect**. Be sure your club and vendors are in compliance with local law.
- Confirm with the premises owner that serving alcohol is permitted and inquire about any additional requirements that may be necessary (i.e., licensed bartender, attendant checking identification, or extra security personnel).
- **Create controls to ensure intoxicated and underage patrons are not served, develop a written strategy for handling intoxicated persons and make sure all volunteers are properly trained.** Use a handstamp or tickets to limit consumption to a reasonable number of drinks per person. Limit the number of drinks one person can buy at a time.
- **Consider posting signage to discourage drinking and driving. Include the phone number of a local taxi company or encourage the use of Uber or Lyft.**
- Assist intoxicated patrons in making travel arrangements with local transportation providers.
- Determine who will be serving the alcohol (i.e., volunteer, third party vendor). **If a third-party vendor is used, the contract with that vendor should contain contract provisions that transfer the risk to that vendor.**
 - Such provisions should include indemnification and liability insurance requirements, including liquor liability coverage, and a requirement that your club be named as an Additional Insured on the vendor's policy on a primary and non-contributory basis.
- Require members and volunteers serving alcohol during club sponsored events to complete an alcohol server intervention program such as TIPS (www.gettips.com) to reduce potential losses arising from the sale of alcoholic beverages.
- Do not allow patrons to serve themselves; avoid having self-serve kegs, pitchers of alcohol and/or coolers of alcohol.



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LOSS PREVENTION STRATEGIES



- **Avoid “Open Bars”** – Consider using drink tickets and limit the number of tickets per person.
 - **Limit consumption to a designated roped-off area.**
 - **Inspect the event site to find and eliminate trip & fall hazards as statistics show these types of claims increase at events with alcohol.**
- **Set a “Last Call”** an hour or two before the event ends to limit the probability of an intoxicated person driving.

IOWA LIQUOR LICENSES

- In Iowa, liquor licenses are managed by the Alcoholic Beverages Division (“ABD”), an agency of the state government. Dramshop insurance is a precondition to holding and maintaining an Iowa liquor license. The ABD requires the *applicant’s insurance company* to complete a Dramshop Liability Certificate of Insurance form certifying that liquor liability is included in the applicant’s general liability policy. The Program’s general liability policy includes liquor liability coverage that satisfies ABD requirements.
- Please email the Dramshop Liability Certificate of Insurance to the Program’s Insurance Broker, Arthur J. Gallagher. (rotary@aig.com), **60 days** before your event and include the License/Permit # assigned to your club. This allows time for review, as well as the possibility that your application could require revision.
- When planning Iowa events that include the sale of alcohol, please plan additional time to comply with the ABD’s certification requirement.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

ATHLETIC EVENTS AND ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program's general liability policy **excludes** medical payments for persons injured while practicing, instructing or participating in any athletic events and activities. If there is a suit or claim that alleges the club is liable for injury from athletics, the Program would respond under the premises coverage, subject to policy terms and conditions.

LOSS PREVENTION STRATEGIES

Many clubs are involved in various types of athletic activities which have the potential to result in injuries. Sports have an inherent degree of risk for the participants. It is important that clubs participating in or sponsoring such activities understand the general liability insurance coverage afforded under the Program and implement appropriate loss prevention techniques to reduce the potential for injuries and claims. To ensure the safety of volunteers, participants, bystanders, and property, please consider the following loss prevention strategies:

Participants

- Prior to the event, **all participants should sign a waiver and release** form releasing the club, other event organizers, and the property owner(s) of any liability.
 - Seek the advice of local legal counsel when working with waiver or release forms.
 - The waiver and release form for volunteers and participants under 18 years of age should be signed by the parent or legal guardian.
 - **A copy of all waivers and releases signed by participants should be kept on record with the club, even after the event has occurred.**
 - Review **Loss Prevention – Waivers and Releases** for further details.
 - Consider purchasing an accident policy for participants.
- Ensure that participants are aware of the experience, skill, and fitness levels required for the event/activity. Participants who are not medically fit for the activity should not be allowed to participate.
- Where appropriate, place participants (especially youth) into groups according to skill level, physical and mental maturity.
- For events involving youth participants or volunteers, club organizers and adult volunteers should be familiar with [Rotary's youth protection guidelines](#) and ensure youth are protected while at the event.
- Encourage participants and volunteers to be properly dressed and prepared for outdoor elements (cold and hot), as well as to wear comfortable and appropriate footwear.
- Require that **all participants have appropriate protective equipment** that is properly sized and adjusted to the participant.
- Equipment should be checked regularly before and after use and should be repaired/replaced/discarded as necessary.
- Encourage participants to stretch before and after engaging in any physical activity.



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LOSS PREVENTION STRATEGIES

Event Planning and Emergency Preparedness

- **Have a written contract with vendors and other sponsors** involved in the event. Contractually require the vendor to (1) carry \$1M in general liability insurance or the limit required of your club by the park/city/township, whichever is greater, (2) include your club as an Additional Insured, on a primary and noncontributory basis, on the vendor's general liability insurance policy and (3) vendor should provide your club with a certificate of insurance.
- If your club hires an event planner or race organizer, your contract should require that (1) the event planner have insurance in place, (2) indemnifies your club and (3) includes your club as an additional insured on a primary and noncontributory basis. Note: Do **not** name the event planner as an additional insured on your club's policy; the event planner should include your club as an additional insured on their policy.
- Use a venue that can accommodate the anticipated number of participants and spectators to avoid overcrowding.
- **Establish a safety committee** to provide safety training so that everyone involved knows what to look for and how to respond in an emergency.
- Partner with the appropriate local public safety authorities; they may provide free safety training. Determine how you will communicate with safety and security members throughout the event.
- Establish a well-coordinated plan for emergencies. Ask participants to provide emergency contact information as part of the registration process. Consider having an adult supervisor trained and certified in first aid techniques as part of your safety committee. Have medical personnel on hand with the appropriate equipment in the event of an emergency.
- **Inspect the premises before, during, and after the event.** Involve the property owners' supervisory or maintenance personnel. Clear the area of potential hazards, such as broken glass, nails, divots, rocks, or uneven areas.
- Select a location, time, and date that is appropriate for the event/activity to reduce the possibility of bodily injury or property damage.
- **Monitor the weather closely** to ensure that the event/activity is conducted under safe conditions. Develop a plan to determine when to cancel practices, games, or events due to inclement weather.
- Take frequent water breaks and have extra water on hand, especially in high temperatures, humidity, or altitudes. Set up refreshment stations along the route. Have shade and rest areas available.



Running Events

- Work with local authorities and/or property owners to determine the best route. **Publicize the route in advance** along with the estimated start and end times.
- **Keep the routes clear of vehicle traffic and other pedestrians.** Use local law enforcement to block streets intersecting with the route and to direct traffic elsewhere. Clear the route of all parked vehicles the night before the event.
- Assign a lead vehicle to precede participants by 1/8th of a mile and a "sweep" vehicle to trail the last participants by the same distance.
- If applicable, select a responsible race marshal crew to help ensure event safety.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

AUTOS

UNDERSTANDING THE INSURANCE COVERAGE

The Program provides **excess** liability coverage for the use of rented and non-owned autos, above any other valid and collectible insurance on the auto.

- This coverage is intended for insured entities only and does not extend to individuals who use their personal auto for club business.
- If the club owns an auto, it must be insured according to local statutes. There is no coverage under the program for an owned auto. There is no comprehensive or collision (physical damage) coverage for any auto.
- The Program does not provide coverage for driving to and from club meetings or other Rotary activities.

Auto Liability - Trailers

A "trailer" is included in the definition of "auto" in the insurance policy. When a trailer is attached to a vehicle, the vehicle owner's insurance is primary. If the trailer is not owned by the club, the Program provides excess coverage above the vehicle owner's insurance policy limit subject to policy terms and conditions. The Program does not provide excess coverage if the trailer is owned by the club as the Program does not cover owned auto liability. No coverage is provided for damage to the trailer itself.

Auto Liability - Rentals

When renting a vehicle for club use (including on behalf of Interact, RYLA, etc.) the club should select appropriate insurance coverage through the rental agency. The Program provides excess coverage for rented (and non-owned) autos, above any other valid and collectible insurance on the rented auto. No coverage is provided for damage to the rental vehicle itself.

Rotarian/Volunteer Owned Autos

- **Rotarians and volunteers using their personal autos in the course and scope of insured activities must carry appropriate auto liability insurance limits.**
- The auto owner's auto liability or any other available insurance policy would provide primary insurance coverage should an accident occur. The Program does **not** provide any insurance coverage to the auto owner.
- When participant automobiles are being driven at a parade or car show, participants should sign a waiver advising the owner/operator that their personal or commercial insurance would respond to any incident or accident. There is no coverage under the Program for damage to their vehicles; the owner's personal or commercial automobile liability insurance is primary.
- Consider using a release form for anyone driving their personal auto on behalf of your club. A sample release form is at the end of this section. It can be modified to meet your club's needs.



Coverage Territory

- Coverage for non-owned and rented auto liability **only** applies in the United States, its territories and possessions, and Canada. ***There is no coverage in Mexico or any other country.***

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LOSS PREVENTION STRATEGIES

- When using an auto within the course and scope of insured activities, be aware of the law where you are traveling.

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan events that may involve driving:



- Create guidelines for those driving in the course and scope of club activities.
- Ask volunteer drivers to sign a Release or a Volunteer Driver Pledge Form to confirm that the volunteer agrees to maintain his/her vehicle in good condition and to follow the driver guidelines. Samples are at the end of this section.
- Allow only experienced drivers with clean driving records to operate owned, rented or borrowed autos in the course and scope of insured activities.
- Ask drivers (members and volunteers) to provide proof of valid driver's license, auto insurance, and current vehicle registration.
- **Prohibit use of mobile devices while driving.**
- Limit driving in dangerous weather conditions.
- Limit the number of passengers when using personal autos.
- Consider hiring a shuttle van with driver to transport small groups of people.
- **Avoid using 15-passenger vans, which are statistically more likely to rollover.**
- Check safety records of autos you are planning to use in the course and scope of insured activities.

Consider using a Volunteer Driver Pledge to manage your volunteer drivers' expectations and enlist their cooperation for a safe transportation program. *Feel free to use this sample Volunteer Driver Pledge:*

Sample Volunteer Driver Pledge

As a volunteer for this Rotary or Rotaract club I understand that my safety and the safety of others is paramount. I understand that driving as a volunteer is a privilege, not a right, and therefore, I agree to:

1. Provide evidence of my status as a licensed driver.
2. Comply with all club policies and procedures.
3. Comply with all laws and regulations concerning driving, including laws pertaining to the use of seat belts, child safety seats, cell phone use, and speed limits.

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4. Promptly notify the club of any physical conditions, vehicle defects, or road conditions that might affect my safety or the safety of those I am driving.
5. Notify the club of any traffic citations I receive—even if given while driving on my personal time.
6. Attend driver training at the request of the club.

And, if involved in an accident, I agree to complete an Incident Report form and to cooperate with the club, police, and Rotary International's Risk Management, insurer, its insurance adjusters, and attorneys.

I pledge that if I drive my own vehicle on behalf of the club, I will maintain adequate personal auto insurance. I also understand that as a volunteer driver, my personal auto insurance will be activated for any accidents or incidents that involve my vehicle, including those that occur while I am serving as a volunteer driver for the club. **I understand that damage to my vehicle would be paid for by me or my insurance.**

Signature_____

Date_____

U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

CONSTRUCTION PROJECTS (INCLUDING THE BUILDING AND MAINTENANCE OF PARKS & PLAYGROUNDS)

Insurance Information

Where the value of materials (donated or purchased) is \$50,000 or more, your Club must purchase a primary liability insurance policy with minimum limits of \$1M per occurrence up to the project cost including products liability and completed operations for five years. The Program will provide excess insurance over a club's primary insurance policy in the case of a catastrophic loss.

Action

- Contact a local insurance professional to discuss insurance needs for your construction project.
- **Send RI Risk Management a Certificate of Insurance evidencing the primary coverage in place for your project or activity. Email to insurance@rotary.org fax to 847-556-2147**
- Have an attorney review any contracts associated with the construction project.
- Have a plan for coverage once the construction project is done (maintenance and ownership) for five years.
- Review the Loss Prevention Strategies on [Gallagher Insurance Website](#).
- Contact RI Risk Management if your club incurs a loss from your construction project.

Note: *If your club is involved in a smaller construction, repair or rehab project, the Program insurance coverage remains unchanged to your club. Continue to provide training for your volunteers, when appropriate. All volunteers should sign waiver and release forms to confirm they understand and accept the risks associated with the activity. Volunteers should carry their own health and property insurance.*

For your construction project remember that **damage to property** (such as equipment, materials, personal property) in the care of your club is excluded.

LOSS PREVENTION STRATEGIES

Please review as you plan your events:

- If your club plans any project (renovation or construction), whenever possible, **hire a professional company to design and build the project** that follows required safety standards.
- **Have a written contract/agreement in place with each party involved in the project**, including the property owner, contractors, and subcontractors. The contract/agreement should outline each party's duties and responsibilities, including indemnification and insurance. See **Loss Prevention – [Contract Best Practices](#)** for information regarding indemnification and sample language.
 - Have local legal counsel review all legal documents such as contracts and waivers.
- **The contractors and subcontractors should be contractually required to carry general liability insurance that is primary and non-contributory** and names your club, other organizing entities, and the property owner(s) as Additional Insureds on a primary and noncontributory basis on their insurance policy. Require evidence (certificate of insurance) of the coverage.
 - Require all contractors and subcontractors providing professional services to provide evidence of their professional liability insurance covering the services they are performing during the project.

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LOSS PREVENTION STRATEGIES

- **Inspect all power tools, hand tools, ladders, and scaffolding before use.** Clean tools if needed. Do not use defective tools. Inspect tools to ensure proper guards are in working order. Prohibit use of any tools without guards or other safety devices that have been tampered with or removed.
- Ensure that **all volunteers are properly trained** to perform their assigned tasks and provide volunteers with the appropriate equipment and personal protective gear required to complete the project.
- **All participants/volunteers should sign a waiver** releasing the club, of any liability. Sample language can be found on the **Loss Prevention – [Waivers & Releases](#)**.
- **Minors under the age of 18** should not operate power tools, work with hazardous materials, or work from elevated platforms, such as ladders or scaffolds. Parents should sign a waiver for any participants/volunteers under 18.



- Block access or clearly mark floor and wall openings that could potentially cause a slip and fall injury. Use sturdy covers for floor openings that can support anticipated weight loads.
 - Ensure the construction area is properly secured when not in use.
 - Keep the worksite clean and allow sufficient space for safe working conditions.
 - The supervisor(s) should monitor work performed on an ongoing basis to ensure quality and safety.
- Inform everyone where the first aid kit is located and how to get emergency help.
 - Establish a well-coordinated plan for emergencies and have participants provide emergency contact information. Injuries should be immediately reported to the supervisor(s) and to RI Risk Management (insurance@rotary.org)
 - **Playgrounds.** If your club plans a playground project (renovation or construction), when possible, **hire a professional company** to design and build a playground that follows national safety standards.
 - The play areas should be designed to allow clear sightlines to enable supervision of all children while on the equipment.
 - Establish a plan for maintenance and inspection of the playground after construction or renovation is completed.
 - Playground equipment checks should be scheduled and performed regularly (visual and written, with a checklist) by a designated, qualified person who will identify any potential violations of local ordinances.
 - Repair playground equipment as soon as you become aware of any damage or issues. Clearly mark and restrict access to the equipment awaiting repair.
 - Review and comply with all label restrictions and warnings on the playground equipment (weight, weather conditions, and other restrictions). Clearly mark and post appropriate warning signs.
 - Check playground for tripping hazards such as exposed concrete footings, tree stumps and rocks.
 - Check playground for dangerous hardware such as open “S” hooks or protruding bolt ends, sharp points, or edges.
 - Make sure elevated surfaces, like platforms and ramps, have guardrails to prevent falls.
 - Wood equipment should be free of splinters, large cracks, or deterioration.
 - There should be no loose ropes on playground equipment.
 - If there is a body of water such as swimming pool, fountain, or water retention pond nearby, erect a barrier between the children’s playground and that body of water.
 - If possible, enclose the playground area with a fence to keep children within the play area, restrict access to those using the playground, and to facilitate supervision of play.

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LOSS PREVENTION STRATEGIES

- **Ladder safety.** The danger in using a ladder is not only falling from it, but having objects fall on you.
 - Inspect the ladder before use.
 - Do not carry tools or materials up the ladder. Have someone hand the items up to you.
 - Never use an aluminum ladder near electrical lines.
 - Never use a ladder outdoors during inclement weather or on windy days.
 - Use the appropriate size ladder and place the ladder on solid ground.
 - Never allow a person to use a ladder unassisted – always have a spotter.

- **Maintenance Responsibilities.** Contracts should specifically state who is responsible for maintenance of property once a project is complete.
 - When possible, transfer responsibility for maintenance to another party such as the school district, city or municipality or hire a company to manage the maintenance.
 - Ensure there is a written agreement listing the responsibilities of each party and include appropriate indemnification and insurance language.
 - **Note:** There have been several claims arising from maintenance issues after a completed construction project. Due to the ongoing responsibility to maintain property, it is **recommended** that the property owner assume this responsibility once a project is finished.
 - Develop and document a maintenance schedule. Clearly communicate the maintenance plan to those responsible to make sure they understand how to maintain the property after work is completed.

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LOSS PREVENTION STRATEGIES

CONTRACT BEST PRACTICES

UNDERSTANDING THE INSURANCE COVERAGE

When working with vendors, co-organizers, contractors, or professional service providers, well written contracts (with assistance from an attorney) clearly define each party's roles and responsibilities and help protect your club from being held liable for the actions or responsibilities of another party or entity. The contract should include indemnification and insurance requirements to protect your club.

1. **INDEMNIFICATION.** Indemnification provisions require one party to compensate another party for harm or loss. An indemnification clause transfers risk from one party to another, often without regard to who caused the loss. These provisions may require one party to assume responsibility for third party claims made against the other party, including the costs to defend a lawsuit and any damages that party is required to pay because of the claim.

Indemnification provisions are separate from insurance. Insurers agree to provide coverage only as stated in the insurance policy, not based on an indemnity provision in a contract. When your club agrees to indemnify another party, **it is your club, not the insurance company, that is agreeing to indemnify (make whole) the other party.** Liability assumed in an indemnification provision may be broader than the insurance coverage provided under the Program.

If the Program does not provide coverage for a loss, your club could be responsible for damages based on an indemnification agreement. Your club should only agree to indemnify another party for the acts or omissions of your own club. You should not agree to indemnify another party for risks beyond your control.

Sample indemnification language:

To the fullest extent permitted by law, the **Contractor/Vendor** shall defend, indemnify, and hold harmless **club name**, including its directors, officers, employees, agents, volunteers, and representatives, from and against all claims, damages, losses, and expenses, including, but not limited to reasonable attorney's fees, arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of **Contractor/Vendor**, its owners, employees, contractors, subcontractors, agents or representatives in complying with this Agreement. The foregoing includes, without limitation, injury or damage to the person or property of **club name**, or any third party, whether subject to any policy of insurance.

2. **INSURANCE.** Insurance provides the financial means to protect and defend your club against claims and suits alleging negligence. Your club should always ensure the other contracting party maintains adequate insurance to cover its obligations. In some states, if the negligent party does not have insurance or other assets, your club could be held 100% responsible for payment of the loss even if your club has minimal fault.
 - a. **Insurance Requirements.** The contract should require that vendors and other parties maintain general liability insurance. Depending on the nature of the activity, a club should also require the contracting party to carry additional insurance policies such as auto liability, workers' compensation, professional liability, etc. (Additional Insureds cannot be added to workers' compensation or professional liability policies.) Sample contract language:

"Vendor shall maintain, at all times during the term of this Contract, general liability insurance with a minimum limit of US\$XXX Million per occurrence for bodily injury and property damage. Said policy(ies) shall name club and XXXXX (see flow down comments below) as an additional insured as respects this Contract. Coverage afforded club as an additional insured shall be primary and non-contributory to any other insurance maintained by the additional insureds."

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Your club should request that the vendor's coverage be "primary" because that designates the vendor's liability policy is responsible for responding to a claim before the club's policy would respond. Noncontributory stops the vendor's insurer from seeking contribution from your club's policy.

- b. **Additional Insured. When another party is added as an additional insured** to a general liability policy the additional insured (a person or entity, other than the Named Insured) is then covered by that policy (usually without additional cost) subject to the policy terms and conditions. Additional Insured status must be required in a written contract (e.g., a lease of premises or vendor agreement) or permit application.

If a claim arises from your club's event where your club/district has contractually agreed to name another party as an Additional Insured, the other party could qualify as an insured under the Club policy. You should agree to provide Additional Insured status only when your Rotary club controls the risks. You should NOT agree to provide additional insured status for the sole negligence of the additional insured. To protect itself from such claims, the additional insured entity must have its own general liability policy.

When should your Rotary club be added as an Additional Insured to another party's general liability policy?

Your club/district should contractually require another party to name your club/district as an Additional Insured:

- If your club/district provides financial support as sponsor to an event/activity organized by another entity;
- If your club/district assists another entity with their event (provides volunteers), but does not control the event; or
- If your club/district is contracting with vendors, such as a professional event organizer, caterer, transportation provider, or entertainment provider.

Note: When requiring your club/district be named as an additional insured:

- The additional insured requirement must be included in a written contract;
- The coverage provided to additional insureds should be primary and non-contributory to any other insurance maintained by the additional insureds; and
- The contract should require that the party provide the club/district a certificate of insurance evidencing the additional insured requirement.

Example: Your club holds a festival in a public park and hires an event organizer, sound professional, band, and food vendors. To obtain a permit, the City requires your club to include the City as an additional insured on the club's general liability policy. Your club then requires that each vendor name the club and City as an additional insured. An attendee trips and falls on an electrical cord at the event and sues your club. Your club tenders the claim to the sound professional responsible for the electrical cord that allegedly caused the fall. Because your club required that it be named as an additional insured, the sound vendor's insurer pays the legal expenses to defend your club.

When should your club/district add another party as an Additional Insured to your policy?

- If a facility owner requires that the owner be named as an additional insured to rent premises for an event or meeting; or
- If a municipality requires that it be named as an additional insured to obtain a permit to use a public park for an event.

Note: When your club is required to provide additional insured status to another party, such as the facility where the event is being held, all vendors (or any other party your club hires) should also be required to name the facility as an additional insured.

Example: Your club leases a school gym for a home/garden show. The school requires that your club carry \$1M in

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

general liability insurance and name the school as an additional insured. Every vendor that rents booth space from your club should (1) provide evidence of \$1M in general liability insurance and (2) name your club and the school as additional insureds for the event on a primary and non-contributory basis. For example, an attendee at the event trips on equipment set up by your club and sues the school and your club. Because the school is an additional insured on the club's policy, the school tenders the claim to your club and is defended under the club's policy.

3. **INSURANCE COVERAGE FOR CO-ORGANIZED EVENTS.** When your club is an event co-organizer, each co-organizer (i.e., Chamber of Commerce, other nonprofit, Lions, etc.) should carry its own liability insurance to protect its interests. To ensure coverage for all entities involved in the event, it is recommended that event organizers purchase a special event liability policy with all parties included as Named Insureds.

BEST PRACTICES:

- **Have a legal professional review all contracts to ensure your club is properly protected and is not assuming liability beyond what is provided by insurance.** The contract is independent of insurance coverage. Assuming liability beyond what is provided by insurance could expose your club financially.
- **Read and understand what you are signing, and ensure the final contract includes the negotiated changes before it is signed and dated by all parties.** Question any portions of the contract that are unclear or unfair. Most contract provisions are negotiable.
- Ensure the contract has a start and end date and includes a cancellation provision.
- **Properly identify all parties to the contract by legal entity name(s), ensure all names are spelled correctly (use the full name of your club), and verify that addresses are accurate.** Do not enter into a contract under a club member's name as this could potentially expose the individual to personal liability. Rotary International is not a party to your club's event/project and cannot be a party in any contracts for your event/project.
- **Do not provide additional insured status or agree to indemnify unless your club/district controls the risk.** Do not assume responsibility for something beyond the control of your club/district
- A contract should not be signed by the same person for two or more contracting parties.
- When entering a contract consider the following questions: **What could happen? Who will be responsible? Who will pay in the event of a loss? Does the agreement address these questions?**
- **Maintain all contracts, certificates of insurance, and policy endorsements for seven years after the contract expires.**
- Ensure the contract does not combine the indemnification requirements with the insurance requirements. There is a possibility that the courts could void the indemnification requirements in a contract; you don't want the insurance requirements to be voided as well.

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U.S. Rotary Club and District Liability Insurance Program LOSS PREVENTION STRATEGIES

COPYRIGHT INFRINGEMENT & PRIVACY

When your club/district uses songs, poems, photographs, illustrations, charts, videos, or graphs in presentations, club/district websites, online, in newsletters, and other club/district publications, you must obtain a license or permission from the author (owner) prior to use. This includes any songs, photos, etc. you find on the Internet or created by a club member.

- If you cannot identify the copyright owner or you do not have permission from the owner, do not use the content.
- If you want to use content created by a club member, ask them to sign a License Agreement. Alternatively, look for reputable organizations that provide public copyright licenses (Creative Commons for example), open access images or royalty free licenses.
- Read the terms of use before purchasing the content and verify that the organization vets the content they license.
- Set up a process to track and store the licenses.



Paying a license fee to use an image is less costly than the costs of responding to a copyright infringement demand letter or defending a lawsuit. **Consult an attorney for assistance in determining copyright ownership and licensing.**

You may have heard others use the term “fair use.” Fair use allows limited use of copyrighted material without permission of the copyright owner for purposes such as criticism, parody, news reporting, education, and research. It is a defense to copyright infringement, and likely does not apply to a club’s activities, publications, and promotions.

If you are recording people, including beneficiaries, volunteers, or community members, or using a photograph, video or other recording that includes the image or any personal data of any recognizable person, under right of privacy and publicity laws and regulations, you must obtain written permission from each person (or the parent or guardian of any minor child or individual who lacks legal capacity) before using that photograph, video, or other recording. **Consult an attorney for assistance in drafting a model release / likeness release. Refer to RI’s best practices for creating promotional content, <https://my.rotary.org/en/what-you-need-know-about-creating-promotional-content>.**

If you have not yet done this, we urge your club/district to do the following:

- Review your club’s social media accounts and websites and delete any content including images or other media where you do not have the copyright owner’s permission. This includes bulletins, newsletters, and other documents and forms, even if they are 10+ years old.
- Contact claims@rotary.org immediately if your club receives a notice of alleged copyright infringement. The Program may provide coverage depending on the way the image or other media was used.

Going forward:

- Instead of lifting images or other media off the internet, use images or other media created by members of your club (first receive their permission) or use the [Rotary Brand Center](#).
- Never post images or other media without permission.
- Purchase images or other media online.
- Consult the United States Copyright Office’s [website](#).

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

FIREWORKS

Fireworks can be an integral part of community celebrations enthralling the public with color and excitement. However, there are many risks with fireworks. The unstable nature of explosives poses a safety threat to the public in addition to those providing the display. Mishandling of fireworks is a danger. Additionally, there is the threat of property damage if the launch site is not a safe distance from buildings and homes.



Insurance Information

When your club signs an agreement with a pyrotechnic firm, your club must purchase a primary general liability policy with a minimum limit of \$5M per occurrence/aggregate. *In addition*, your club must require the pyrotechnic firm to carry a limit of \$5M per occurrence/aggregate.

The Program will provide excess insurance over a club's primary insurance policy in the case of a catastrophic loss.

Action

- Contact a local insurance professional to discuss your insurance needs for your event.
- **Send RI Risk Management a Certificate of Insurance evidencing the primary coverage in place for your club's event. Email to insurance@rotary.org fax to 847-556-2147**
- Have an attorney review any contracts associated with the pyrotechnic firm.
- Contact RI Risk Management if your club incurs a loss from your event. (claims@claims.org)

This requirement does not apply if your club's role is to sponsor or provide funding for the fireworks, and another party, such as a municipality or chamber of commerce, signs the contract with the pyrotechnic firm.

With respect to the "sale" of fireworks, there is coverage under the Program, subject to policy terms and conditions, for the "legal sale for fundraising purposes of pre-wrapped fireworks purchased from a licensed third party."

Claims arising out of pyrotechnic events can be very costly. A prior claim arose out of misfired fireworks that injured approximately 100 people resulting in a total claim cost exceeding \$7M. Because the Rotary club was named as an additional insured on the pyrotechnic firm's \$10M policy, the Program and the Rotary club were not impacted by this loss.

U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

FOOD HANDLING AND SERVING

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- **Consult your local Health Department** to ensure that your club is in compliance with all relevant government regulations and health codes.
- Proper hand washing is one of the most effective defenses in fighting the spread of food borne illnesses. **Food handlers should always keep their hands and forearms clean.** This is especially important after handling raw food, money, tickets, or using the toilet.
- To avoid contamination and to ensure proper standards of sanitation, **it is important that you have proper storage, preparation, and refrigeration amenities.**
- The surfaces in which food will be placed should be sanitized prior to, during, and after the event.
- Food preparers should be healthy; not suffering from an illness or disease that could be spread through the food.
- **Hair should be tied back, or a hair net worn.**
- Monitor continuously the temperatures of all foods being served to ensure the appropriate temperature is maintained.
- Keep raw meats and their juices away from all other foods.
- **Wear disposable gloves** instead of using bare hands and sanitize serving utensils before and after the serving of raw meats and dairy.
- Assign separate individuals to collect money and serve/prepare food.
- **Food should be stored properly before cooking/serving and disposed of if not sold/served within the recommended timeframes.**
- Ensure that the venue and area where food is prepared and served is equipped with the appropriate fire extinguishing equipment.
- **Volunteers:**
 - Train all volunteers in proper food handling procedures.
 - Supervise younger volunteers, especially in the cooking area.
 - Ensure volunteers wear proper clothing (long pants, closed-toe shoes) while working in kitchen prep areas.
- **Keep area around sources of heat (grill, stove, etc.) clear of any combustible or flammable items.**



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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES



FOOD SAFETY

- **If a vendor is responsible for food service, the vendor should sign an indemnification/hold harmless agreement.** Furthermore, the vendor should provide your club with a certificate of liability insurance and name your club as an additional insured on a primary and noncontributory basis.
- To reduce and transfer the risk of food borne illnesses, **consider hiring a professional caterer who is experienced with handling foods**, and is knowledgeable about all applicable government regulations regarding food preparation and serving.
- If you plan on serving alcohol at your event, please review **Loss Prevention - [Serving Alcohol at Events](#)**.

ADDITIONAL RESOURCES

Partnership for Food Safety Education: www.fightbac.org

Food Safety: www.foodsafety.gov

Center for Disease Control and Prevention www.cdc.gov/foodsafety

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

GOLF CARTS

UNDERSTANDING THE INSURANCE COVERAGE

The Program **does not** provide coverage for

- Bodily injury or property damage arising out of:
 - Transportation of mobile equipment by an auto (the definition of “auto” varies by state; a golf cart may be considered a licensed vehicle.) owned or operated by or rented or loaned to any insured.
 - The use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speeding, demolition, or stunting activity.
- Damage to property in the care of an Insured i.e., your club. This includes, but is not limited to, equipment (such as a golf cart), personal property, and vehicles that are owned, borrowed, or rented.
 - **Note:** There is no coverage under the Program to repair or reimburse for damage to a golf cart rented or loaned to a club.



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- **Review all traffic and other laws in your jurisdiction** regarding the operation of a golf cart or other mobile equipment. Always obey all traffic rules and regulations. Allow only experienced drivers to operate golf carts or any other mobile equipment. Alcohol and golf carts do not mix and result in claims. Minors should not be allowed to operate golf carts.
- **All volunteer drivers should be trained** on the use of the equipment prior to transporting others.
- To prevent operation by unauthorized individuals never leave keys in an unattended golf cart.
- Passengers should **remain seated and keep their entire body within the golf cart** at all times while it is in motion.
- Never exceed the maximum seating capacity of the golf cart or other mobile equipment.
- Slow down, look both ways, to ensure pedestrian safety, and, if necessary, honk the horn before crossing all intersections.
- A golf cart should never be operated faster than 15 mph; remember to reduce speed:
 - When approaching pedestrians, who always have the right of way,
 - When turning or passing through all entrances and exits,
 - To compensate for inclines and weather conditions:

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES



- When driving, always **maintain a safe distance from other vehicles**, property, and/or persons.
- Always look to see who and what is behind you before backing up.
- Only allow towing by those golf carts originally designed for towing.
- Avoid operating the golf cart on landscaped lawns.
- If applicable never shift gears when the vehicle is moving.
- When applicable, **safety equipment should be worn**.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

INFLATABLES, AMUSEMENT RIDES AND COMMERCIAL TENTS & CANOPIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program **does not** provide coverage for:

- Damage to property in the care, of an Insured i.e., your club. This includes, but is not limited to, bounce houses and other inflatables, equipment, personal property, and vehicles that are owned, borrowed, or rented.

Inflatable amusement rides are defined as air-filled structures made of flexible fabrics that are inflated by a blower unit to maintain internal air-pressure.

LOSS PREVENTION STRATEGIES

Please read these guidelines as you are planning your event:

INFLATABLES & AMUSEMENT RIDES:

- Use a reputable vendor who maintains their equipment, has staff trained/experienced in inflatable operations, and understands the manufacturer's required safety measures. **Require the vendor to install and operate the inflatable and amusement rides.**
- Contractually require the vendor to maintain general liability insurance with your club named as an Additional Insured on a primary and noncontributory basis. See **Loss Prevention - Contract Best Practices** for specific insurance language to use.
- If the vendor requires the club to maintain property coverage on the Inflatable/tent, the Club must delete this requirement from the agreement or purchase property insurance; there is no Property coverage under the Program and the Program's General Liability policy does not cover damage to property in the club's care.
- Ensure the vendor contractually agrees to **follow all industry best practices and government regulations**, including the U.S. Consumer Product Safety Commission (CPSC) guidelines issued for inflatables.
- **For events lasting more than a day, daily checks should occur** before use in accordance with the manufacturer's requirements, including:
 - confirming the inflatable/equipment is properly anchored;
 - verifying there are no holes or rips in the fabric or seams;
 - inspecting equipment for any exposed electrical contacts; and
 - reviewing weather forecasts.
- **An operator must attend/supervise the inflatable and riders at all times.** Attendants should stand in a position where he/she has a clear view of riders. For example, per CPSC guidelines, a minimum number of two operators should be assigned to large inflatable slides over 15 feet tall and one operator for an inflatable bounce or small slide under 15 feet.
- Never position an inflatable or amusement ride near power lines, trees, over sprinkler heads or any obstructions.
- Never allow anyone onto the inflatable who is impaired by drugs or alcohol.



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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

- No one should be allowed on the inflatable while it is being inflated or deflated. Deflate when not in use. There should be no deviation from the manufacturer's suggested inflation pressures and the number of blowers.
- **Do not use inflatables during inclement weather** (rain, wind, etc.), including if wind becomes excessive (15 mph or more).
- If there is a slide, ensure landing zone is clear before the next rider is allowed to slide down.
- **Riders should not exceed maximum weight, height, and occupancy**, as specified on safety plaque and/or manufacturer's requirements. Operators should not exceed the maximum load capacity.



- Riders should be sliding in the proper manner demonstrated on safety plaques (feet first).
 - No sharp objects should be allowed on/inside the inflatable (i.e., shoes, keys, buckles, purses, pens, sunglasses, necklaces).
 - Riders should be properly dressed and wear socks to avoid skin burns.
 - Do not allow any food, drink, or candy (including gum) on the inflatable.
 - No climbing or hanging on outside walls.
- No rough or horseplay, tumbling, flipping, wrestling, chasing, piling on others inside the inflatable, or any other aggressive behavior.
 - Anchors must be fixed, stationary objects and be located so they do not create additional hazards.
 - **Follow the manufacturer's owner/operator manual** for site layout, inflatable procedures, ropes, tethers, tie-downs, anchors, use temperature range, maximum number of riders, size of riders, electrical codes, daily operation, daily inspection, washing, repair, deflation, drying, storage, and transportation.
 - Have a plan in place to take down the inflatable, and/or vacate the area if weather becomes unsafe for use.

COMMERCIAL TENTS & CANOPIES:

A commercial tent is defined as a large tent requiring anchorage.

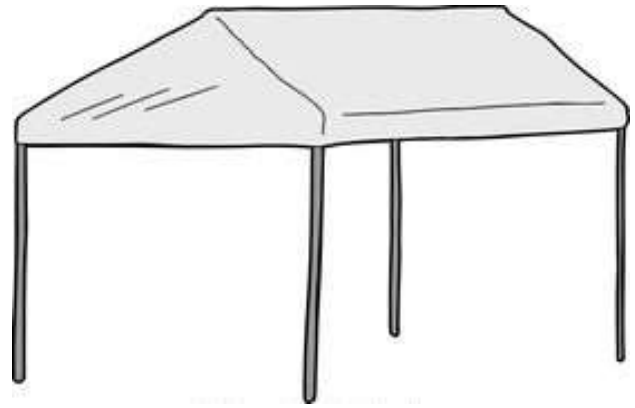
- Use reputable vendors who maintain their equipment, have staff trained/experienced in the operation of setting up and taking down the tents, and understand required safety measures. **Require the vendor to set up the tents.**
- Contractually require the vendor to maintain general liability insurance with your club included as an Additional Insured on a primary and non-contributory basis. See **Loss Prevention - [Contract Best Practices](#)** for specific insurance language.
- If the vendor requires the club to maintain property coverage on the Inflatable/tent, the club must delete this requirement from the agreement or purchase property insurance; the Program does not include Property coverage and the Program's General Liability policy does not cover property in the club's care.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

- Ensure the vendor contractually agrees to **follow all industry best practices and local regulations**. In some cases, the vendor may be able to obtain a permit, if required, on behalf of your club.
- **For events lasting more than a day, daily checks should occur** before use in accordance with the manufacturer's requirements, including:
 - confirming the inflatable/equipment is properly anchored;
 - verifying there are no holes or rips in the fabric or seams;
 - inspecting equipment for any exposed electrical contacts; and
 - reviewing weather forecasts.



- Never position a tent near power lines or trees. Make sure the tent is set up on a flat and even surface. Check for utility lines buried in the ground.
- Have a plan in place to take down the tent, and/or vacate the area if weather becomes unsafe for use.

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U.S. Rotary Club and District Liability Insurance Program
LOSS PREVENTION STRATEGIES

ROTARY’S VISUAL IDENTITY – NAMING GUIDELINES FOR CLUB AND DISTRICT PROJECTS

When naming your project and creating promotional materials (including websites and social media) follow these guidelines set forth in the *Rotary Code of Policies* Article 34. Visit the [Brand Center](#) to create your club logo and to learn how to tell Rotary’s Story. Reference *Rotary’s Voice and Visual Identity Guidelines* for further guidance.

- **Use of “Rotary” without a further identifier, such as the name of a Rotary club, a Rotary district, or other Rotary Entity, refers to the international association, Rotary International (RCP 34.030.6).**
- Project and activity names must include the name of the participating club(s), district(s), or other Rotary Entity immediately following or preceding "Rotary." (RCP 34.040.6)
- Project and activity branding and promotional materials must include a club, district, or other Rotary Entity signature (logo), see *Voice and Visual Identity Guidelines* for help creating a club, district, or Rotary Entity signature.
- Use of “Rotary” is only authorized in the name of a project or activity that is under the full control of a club, district, or group of clubs or districts. The governance of that project or activity must not include non-Rotarian individuals or organizations. (RCP 34.040.11)
- No modification of “Rotary” or the Rotary logos is permitted. Follow the brand specifications set forth in the *Voice and Visual Identity Guidelines* (RCP 34.030.6 and 34.040.6)
- Clubs, districts, and Rotary Entities must purchase domain names that comply with the naming policies outlined in RCP 52.020.1 and 34.040.6. Rotary International reserves the right to ask for the transfer of ownership of any non-compliant domain name.
- Projects not conforming to these policies should be renamed to include a club or district name/identifier or omit reference to Rotary. (RCP 34.040.6 and 34.040.7)
- In creating a club or district foundation, the words “Rotary” and “foundation” must not appear together but must be separated by the name of the participating Rotary club(s) or district(s). (RCP 34.040.5)
- Rotary policy prohibits use of any of Rotary’s trademarks for commercial purposes. (*RI Bylaws*, RCP 34.030.2)

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

SLIP, TRIP & FALL PREVENTION AT OUTDOOR EVENTS

LOSS PREVENTION STRATEGIES

Many clubs organize various outdoor events such as festivals, farmers' markets, or concerts which have the potential for **trips, slips, and falls**. It is important that clubs planning outdoor events understand and implement the appropriate loss prevention techniques to reduce the potential for injury. To ensure the safety of attendees, volunteers, and property, please consider the following proactive loss prevention strategies:

Event Area Inspection

Inspect the venue area (which could include parks, streets, parking lots or neighborhoods) before, during, and after the event for any potential risks of a slip, trip or fall injury. Involve the venue's supervisory or maintenance staff, if needed. Assign this inspection role to your members or volunteers who will document hazard(s) and follow up on any corrective action(s).

- **Clear the area of possible hazards**, such as broken glass, rocks, or other objects.
- Look for areas that could pose a slipping or tripping hazard such as unsecured or loose electrical cords lying on the ground.
- Direct your vendors to check their areas and ensure that they secure all loose cables/wires in and around their booths or tents.
- If necessary, vendors will need to seal off and create clearly marked "Do Not Enter" barriers to protect the public from their exposed equipment.
- Require responsible parties to properly raise and anchor their tents, canopies and other temporary structures using tent weights and marked ropes/stakes. Review **Loss Prevention – Inflatables, Amusement Rides and Commercial Tents & Canopies**.
- **Walkways should be sufficiently lit**, wide enough and clutter free for people to walk around safely.



- Mark divots, trenches, uneven surfaces, or inclines on the grounds or in walkways with the use of cones, flags, yellow caution tape, etc.
 - Puddles and other wet areas can pose a hidden threat of a slip, trip or fall injury and should be cleaned up if possible and marked appropriately.
 - Create safe passages leading up to the venue by using crowd fencing and signage.
- For multi-day events, **the venue area should be inspected daily** for any slip, trip or fall hazards created from the day before.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

SPORT SHOOTING EVENTS

Types of Shooting Events: Skeet shooting, target shooting, skeet shooting fundraisers, turkey shoot, sporting clay fundraisers and tournaments, clay bird shooting, target shooting contests.

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

Event Planning and Emergency Preparedness

- Hold your sport shooting events at shooting facilities or other facilities that specialize in the activity you are organizing. Such facilities should have:
 - Expertise and experience
 - Appropriately trained and certified staff and safety officers
 - Provide safety training to attendees and event volunteers prior to an event
 - Proper rental equipment and appropriate ammunition, if applicable
 - Protective eye and ear equipment, and other safety equipment if required
 - An emergency plan in case of an accident – which you should review prior to the event
 - Appropriate insurance
- **Your club should have written contracts with the venue/facility and contractually require venue/facility to name your club as an Additional Insured on their general liability insurance policy on a primary and non-contributory basis.**
 - Review **Loss Prevention - [Contract Best Practices](#)**
- Your club should have written contracts with vendors and other sponsors involved in the event and contractually require them to carry general liability insurance with your club named as an Additional Insured on the vendor's general liability insurance policy on a primary and noncontributory basis.
- Discuss with the facility the requirements for use of facility-owned firearms or personal firearms and ammunition. If personal firearms are allowed, they should be accompanied by appropriate permits/licensing.



Participants

- Prior to the event, **all participants should sign a waiver and release** form releasing the club, other event organizers, and the property owner(s) of any liability. Include language that indicates the participant understands and agrees to abide by safety guidelines and instructions.
 - Seek the advice of local legal counsel when working with waiver or release forms. Also discuss with the facility any waivers the facility requires from all participants.
- Please review **Loss Prevention – [Waiver and Release Forms](#)** for further details.

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LOSS PREVENTION STRATEGIES

- Participants should be aware of the experience and skill levels required for the event/activity. Participants who are not medically fit for the activity should not be allowed to participate.
- **Ensure that all participants have and agree to use appropriate protective equipment** (such as hearing and eye protection) and that the equipment is properly sized and adjusted to participants.
 - Equipment must be in good condition.
 - Equipment should be checked regularly before and after use and should be repaired/discarded as necessary.
 - Equipment must be properly maintained and stored.
- All participants should attend pre-event safety training.
- **No alcohol** on premises of the shooting fundraiser.



When planning a sport shooting event, please review and comply with the following Rotary Code of Policies:

ROTARY CODE OF POLICIES

2.100. Club and District Events Involving Weapons

Rotary Clubs, Rotary districts and other Rotary Entities may participate in activities involving the sale, give-away, or transfer, including raffles, of guns, weapons, or other armaments, provided they never take ownership of the item(s) and any transfer of ownership of a firearm is handled by a licensed third party in compliance with all applicable laws. Any use of the Rotary Marks in connection with such activities shall be in compliance with RI policy, including policy for use of the Rotary Marks. *(June 2017 Mtg., Bd. Dec. 172)*

2.110. Legal and Insurance Implications of Events Involving Weapons

Rotary Clubs, districts and other Rotary Entities that organize events or activities that involve guns or weapons, including sport shooting activities, shall review potential liabilities arising out of such activities and consult with legal and/or insurance professionals to ensure that they are adequately protected. *(June 2017 Mtg., Bd. Dec. 172)*

34.030.6. Use of the Masterbrand Signature, Simplified Signature, Mark of Excellence, or other Rotary Marks by Rotary Entities

The Rotary Marks may not be depicted in combination with images of guns, weapons, or other armaments.

Note: The above Code of Policies sections are expected to be revised to specifically include Rotaract clubs.

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**U.S. Rotary Club and District Liability Insurance Program
LOSS PREVENTION STRATEGIES**

VOLUNTEERS

TRAINING

Receiving appropriate training is an important aspect of being an effective volunteer. Clearly communicate your expectations of volunteers and provide appropriate volunteer training.

What should be included in volunteer training?

- Outline role expectations, responsibilities, and tasks.
- Establish volunteer objectives.
- Acquaint volunteers with tools and procedures they would encounter on the job.
- Assess any knowledge and skills gaps, then work to fill these gaps.

You may also want each volunteer to sign a release. A sample is below – this can be changed to meet your club’s needs.

Club Name

Volunteer Agreement and Release from Liability

In Signing this form, I understand and agree to the following terms and conditions related to volunteering my services to

_____ **(Please keep a copy of this form within each volunteer’s file for future reference)**

Volunteer Name: _____

Volunteer’s Contact Information

Phone Number: _____

Address: _____

Emergency Contact: _____

I recognize that, as a volunteer I represent the above organization to the public. I accept the responsibility for this status and will conduct myself in a professional manner.

I will not participate in and will report all instances of any sort of harassment, exploitation, and or intimidation. I will work to maintain an atmosphere of physical and emotional safety for everyone associated with the organization: (employees, volunteers, clients, and visitors).

I agree to maintain the confidentiality of all volunteers, clients, and donors about whom I have personal and identifying information.

I am aware that as a volunteer I expose myself to potential hazards which include but are not limited to kitchen accidents, cuts, burns, back injury from lifting, car accidents, property damage or injury to others in car accidents, falls, etc. Potential

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U.S. Rotary Club and District Liability Insurance Program LOSS PREVENTION STRATEGIES

hazards have been explained to me. I am voluntarily participating in this service with the knowledge of the potential hazards involved and hereby agree to accept all risks of injury.

If my volunteer service includes driving an automobile, I acknowledge that I have both a valid driver's license and automobile liability insurance policy as required by state law. I agree to maintain my license and insurance in good standing for my entire tenure as a volunteer for the organization. I am knowledgeable of and agree to abide by local and state traffic laws. I agree not to drive while under the influence of alcohol and/or other intoxicating substances.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and I sign it of my own free will.

Volunteer Signature _____

Date: _____

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U.S. Rotary Club and District Liability Insurance Program LOSS PREVENTION STRATEGIES

WAIVERS AND RELEASES

A **waiver and release form** is a risk management tool that can be used to reduce the likelihood of a claim or lawsuit being brought against your club. It can also increase communication and understanding between your club and participants of the activities you organize or sponsor.

A waiver and release form (also known as a liability release or liability waiver) is a promise not to pursue legal action for injury or damage. Prior to the event or activity, volunteers, participants, etc. should sign waiver forms. Waiver and release forms are used for everyone participating in an activity that involves some type of risk, including athletic events (bike ride, 5K race, a baseball league), recreational events (poker runs) and overnight, and travel-related events. Parents/guardians should sign a release for minors. **Remember, a waiver and release form are not a substitute for careful supervision of your club activities.**

The waiver and release form should inform participants of the risks associated with the activity and potential injuries that can be sustained. For example, a waiver and release for a bike ride could list such risks as:

- the inherent dangers of changing weather conditions
- natural obstacles such as trees and rocks, and changes in pavement
- the possibility of severe injury resulting from a fall.

A release can also be used for potential damage to property; a car show for example. The participant should sign a waiver indicating they are responsible for any damage to their property no matter how caused i.e., an attendee could accidentally mar the paint on a vehicle, two participant vehicles could be involved in an accident or wind could tip over something that damages a vehicle.

The document should be straight forward and readable (avoid small print)

Consult an attorney to draft and/or review these forms to ensure the waiver and release comply with applicable state laws.

PLEASE SEE THE FOLLOWING PAGES FOR SAMPLE LANGUAGE FOR ADULT AND MINOR PARTICIPANTS.

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LOSS PREVENTION STRATEGIES**

WAIVER AND RELEASE (Minor)

I fully understand that training for and participating in activities such as _____ may result in accidents, illness, or serious injury. I am voluntarily allowing my child to participate in _____ (hereinafter the "event") sponsored by the _____ Rotary/Rotaract Club (hereinafter "t Club") with complete understanding of the risks associated with participation in the event.

I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that my child is medically able, properly trained, physically fit, and capable of participating in the event.

My child agrees to follow the rules of the event/activity. In consideration for my child being allowed to participate in the event, we agree to release and hold harmless the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives, from all liability for any injuries and/or illnesses sustained by my child, which may directly or indirectly result from my child's conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives. I also acknowledge full and sole responsibility for any and all medical expenses that my child may incur as a result of any injury and/or illness that occurs as a result of my child's participation in the event. I understand and agree that this Waiver and Release is binding upon my child and myself.

I hereby grant my consent and permission to use my child's name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity. I have carefully read this Waiver and Release and fully understand its contents. On behalf of myself and my minor child, I consent and agree to the terms of this Waiver and Release and, by my signature below, authorize my child's participation subject to those terms.

X _____
Signature of Minor's Parent or Legal Guardian

Date

X _____
Signature of Minor Participant

Date

Print Name of Minor Participant

**U.S. Rotary Club and District Liability Insurance Program
LOSS PREVENTION STRATEGIES**

WAIVER AND RELEASE (Adult)

I fully understand that training for and participating in activities such as _____ may result in accidents, illness, or serious injury. I am voluntarily participating in _____ (hereinafter the "event") sponsored by the _____ Rotary/Rotaract Club (hereinafter "the Club") with complete understanding of the risks associated with participation in the event.

I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that I am medically able, properly trained, physically fit, and capable of participating in the event.

I have read and understand and agree to follow the rules of the event/activity. In consideration for being allowed to participate in the event, I agree to release and hold harmless the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives, from all liability for any injuries and/or illnesses that may directly or indirectly result from my conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives. I also acknowledge full and sole responsibility for any and all medical expenses that I may incur as a result of any injury and/or illness related to my participation in the event. I understand and agree that this Waiver and Release is binding.

I hereby grant my consent and permission to use my name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity.

I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I consent and agree to the terms of this Waiver and Release.

Signature of Participant

Date

Print Name of Participant

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

USE OF WATERCRAFT AND WATER ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

Under the Program, **Watercraft** is defined as **any** vehicle ordinarily used for water. Coverage is **limited** for the use of watercraft and watercraft activities. The Program only provides liability coverage for non-owned watercraft, subject to policy terms and conditions.

The Program **does not** provide coverage for:

- liability arising out of any watercraft **owned** by a club unless the watercraft is on shore on premises you own or rent, and
- watercraft being used to carry persons or property for a charge.



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- All participants should sign a **waiver and release form** releasing the Rotary club and any other organizers from liability arising out of injuries sustained during the event or activity. Please seek the advice of local legal counsel in drafting the appropriate language for the waiver and release. See **Loss Prevention – Waivers and Releases** for sample language.
- Ensure there is a written contract with all organizations (including watercraft owners) involved with the event/activity and require proof of watercraft owner's liability insurance. If applicable, your club should be named as an additional insured on the owner's liability policy on a primary and non-contributory basis.
- Select a location and date that is appropriate for the event/activity to help avoid/minimize the possibility of drowning, collision, and other health risks associated with extremely hot or cold weather.
- **Monitor the weather** closely to ensure that the event/activity is conducted under safe conditions.
- Structure the event/activity to avoid collision by not overcrowding the waterways and controlling the speed of the watercraft. Ensure that boaters know and agree to follow navigation rules (include language in a release/waiver).
- All watercraft should be seaworthy and appropriate for the event/activity. Ensure proper maintenance of the watercraft and be aware of the threat of carbon monoxide poisoning for motorized watercraft.
- Require that participants **wear a life jacket/vest** while training and participating in any event.
- Ensure all volunteers have gone through pre-event training, understand their responsibilities and know who to contact if problems arise.
- **Prohibit alcohol while boating** and enforce a zero-tolerance drug and alcohol policy for anyone who operates watercraft.
- Ensure qualified lifeguards and medical personnel are available with the appropriate emergency equipment.
- Establish a **well-coordinated plan for emergencies**. Have participants list an emergency contact when registering.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

- Ensure that all appropriate safety equipment, gear, and supplies, including sound signaling devices, are carried on the watercraft.



- Inform participants about appropriate dress for protection from sun, heat, rain, and cold.
- Inform participants about waterway characteristics to familiarize them with any potential hazards.
- Ensure that participants are aware of the experience, skill, and fitness levels, including swimming ability, required for the event/activity.
- **Be aware of all applicable rules and regulations**, including rules that restrict passage into certain waterways or areas. Never utilize private property without express written permission from the owner.

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U.S. Rotary Club and District Liability Insurance Program

LOSS PREVENTION STRATEGIES

YOUTH ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program includes coverage for Youth Exchange organizations, RYLA, and Interact activities, as well as other youth programs and activities.

The Program excludes medical payments for persons injured while practicing, instructing or participating in any athletic events or activities. Participants of athletic events should sign a release prior to their participation in an athletic event. If there is a suit or claim alleging the club is liable for injury from athletics, the Program would respond, subject to policy terms and conditions.

In some areas a school district may provide accident coverage for students; please check with the local school district. Your club may purchase an accident policy as well.

SEXUAL MISCONDUCT LIABILITY COVERAGE (SML)

The Policy provides separate sexual misconduct liability coverage on a claims-made basis. Sexual misconduct means sexual molestation, including but not limited to, any unwanted sexual involvement, sexual conduct, or sexual contact. Upon request, Certificates of Insurance showing a separate coverage limit for SML require the approval of Rotary's Risk Management Team. Please send an email to insurance@rotary.org with your request along with a copy of your agreement requiring SML coverage.

ROTARY INTERNATIONAL STATEMENT OF CONDUCT FOR WORKING WITH YOUTH

The statement of conduct provides the basic principle to follow when working with young people in any capacity:

Rotary International strives to create and maintain a safe environment for all youth who participate in Rotary activities. To the best of their ability, Rotarians, Rotarians' spouses and partners, and other volunteers must safeguard the children and young people with whom they come into contact and protect them from physical, sexual, and psychological abuse.

This principle must be followed throughout Rotary, including by our districts, clubs, members, and other volunteers at all levels, as well as in our materials, programs, and communications with parents and guardians.

YOUTH RESOURCES

Rotary Youth Programs for Young Leaders staff has compiled resources for members who interact with youth. When planning youth activities, please review these resources available on [My Rotary](#).

- [Rotary Youth Protection Guide](#)
- [RYLA Handbook](#)
- [Interact Guide](#)
- [Rotaract Handbook](#)
- [Youth Exchange Handbook](#)

Please encourage all club members who interact with youth to complete the online course: *Protecting Youth Program Participants* (available in the online Learning Center on my.rotary.org)

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U.S. Rotary Club and District Liability Insurance Program LOSS PREVENTION STRATEGIES

For general program enquiries, you may contact:

interact@rotary.org

rotaract@rotary.org

newgenerations@rotary.org

ryla@rotary.org

youthprotection@rotary.org

youthexchange@rotary.org

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